

RELEASE IN FULL

This Release in Full (the "Release in Full") is entered into this 6th day of October, 2016 by Plaintiff Kathlynn Salazar, an adult, and consented and agreed to by and through her parents and next of friends Thomas Salazar and Anna Roybal, ("Releasers") as they brought the lawsuit on behalf of K.S. when she was a minor. The parents and next of friends, Thomas Salazar and Anna Roybal, hereby affirm that they have not asserted any individual claims on their own behalf.

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10/28/2016
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TERMS AND CONDITIONS

1. As consideration for this *Release in Full* Releasers acknowledge full payment and the discharge of all claims against THE SANTA FE PUBLIC SCHOOLS, VICKIE L. SEWING, THE ESPAÑOLA PUBLIC SCHOOLS, RUBY E. MONTOYA, AND GARY F. GREGOR, and all employees, administrators, agents, attorneys, insurers ("Releasees") which are, or might have been, the basis of Releasers' *Complaint for Civil Rights Violations, Title IX Violations, Battery, Negligence, and other Tortious Conduct* and all other claims that were or could have been filed by and on behalf of Releasers in the United States District for the District of New Mexico, Case No. 14-cv-00385-SCY-LF, and bearing the caption: K.S. by and through her parents and next friends, T.S. and A.R., Plaintiff v. The Santa Fe Public Schools; Vickie L. Sewing, in her individual capacity; The Española Public Schools; Ruby E. Montoya, in her individual capacity; Gary F. Gregor, in his individual capacity, Defendants hereinafter ("the Lawsuit"). It is noted that the Santa Fe Public Schools and Vickie L. Sewing were previously dismissed from these proceedings based on motion practice, but this Release is general in nature and further releases any potential appellate remedies and/or other claims that could have been asserted against these Defendants by Releasers. Further, the amended caption subsequently entered by the Court reads as follows: K.S., by and through her parents and next friends, T.S. and A.R., Plaintiff, v. The Española Public Schools; Ruby E. Montoya, in her individual capacity; Gary F. Gregor, in his individual capacity, Case No. 2014-CV-00385 SCY/LF.
2. Releasers understand and agree that the purpose and intent of this *Release in Full* is to compromise, forever resolve and extinguish any and all actual or potential claims or causes of action of any type or nature, whether pled or not, that were or could have been brought in this or any other forum, which include, but are not limited to the claims set forth in the Lawsuit. This applies only to such claims with respect to the undersigned Releasers.
3. Releasers agree that the total amount of consideration for this settlement is Three Million, Two Hundred Thousand Dollars (\$3,200,000.00) as payment on account of civil rights violations, personal physical injuries or physical sickness, medical expenses, emotional distress and loss of consortium resulting from physical injuries. Upon execution of this *Release in Full*, Releasees will pay \$3,200,000.00 to The Rothstein Law Firm. All sums set forth herein constitute damages on account of personal physical injuries or sickness, as incurred by Kathlynn Salazar within the meaning of §104(a)(2) of the Internal Revenue Code of 1986, as amended.

4. In consideration of the payment set forth herein, Releasors hereby completely release and forever discharge Releasees from any and all past, present and/or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on federal law and federal statutes, tort, contract, state laws, or other theory of recovery, which Releasors now have, on account of, or may in any way grow out of or arise from, or which are the subject of the allegations made by Releasors concerning any actions or inactions of the Releasees, including, without limitation, any and all known or unknown claims for injuries and/or damages of any type to Releasors, which have resulted or may result from the alleged acts, inactions, or omissions of the Releasees. Releasors agree to cooperate fully and to take all actions which may be necessary or appropriate to give full force and effect to the terms and intent of this *Release in Full*.
5. Releasors acknowledge and agree that the release and discharge is a general release. Releasors expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Releasors' decision to enter into this *Release in Full*. Releasors further agree that Releasors accept payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact. Releasors assume the risk that the facts or law may be other than what Releasors believe.
6. Releasors expressly understand and agree that they will forever and fully indemnify, defend and hold harmless Releasees from any and all claims, liens, subrogation rights, reimbursement rights, or similar claims or rights made by any and all insurance companies, governmental entities, attorneys, or any other third parties which arise out of, are connected with, or are related to the Lawsuit or settlement thereof. Releasors acknowledge and agree that they will be responsible for the payment of all taxes, if any, arising from the distribution of any settlement funds; Releasors further agree to indemnify and hold Releasees harmless with regard to any taxes from any applicable government entity arising from any such distributions.
7. Releasors warrant and represent that no additional claims are contemplated by Releasors against any other party potentially liable for the losses, damages and injuries for which this *Release in Full* is given upon which claims could be advanced against the released parties by Releasors. In the event any additional claims are made by Releasors which directly or indirectly result in additional liability and/or exposure to Releasees for the losses, injuries and damages for which this release is given, Releasors covenant and agree to indemnify and hold harmless Releasees, and their insurers, heirs, executors, administrators, employees, agents, servants, or legal counsel and assigns from all such claims and demands, including reasonable attorney fees and all other expenses necessarily incurred.
8. This *Release in Full* and discharge by Releasors shall apply to Releasees' past, present and future administrators, employees, legal counsel, and all other persons, agents, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated including Santa Fe Public Schools, Española Public Schools, Vickie L. Sewing,

16. Releasors understand and agree that they will cause and/or agree to the filing and entry of an *Order of Dismissal with Prejudice* dismissing all named Defendants and claims that were or could have been brought in this lawsuit by Releasors against Releasees and will execute any other required dismissal documents.
17. Releasors understand and agree that at all times the Releasees denied any liability associated with the actions complained of by Releasors, and this *Release in Full* is not to be construed as an admission of liability. Any such claim is expressly denied and contested.
18. This *Release in Full* shall become effective immediately following execution by Releasors and payment of the settlement check to Releasors and their attorney.
19. This *Release in Full* may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. Releasors agree that a copy of this *Release in Full* shall be valid and enforceable as the original.
21. **This Release constitutes the full and final agreement of the parties and is controlling and cannot be altered or modified without written consent of all Releasors and Releasees.**

Releasor:

Kathlynn Salazar
Kathlynn Salazar

STATE OF NEW MEXICO)
) SS.
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me this 6th day of October, 2016, by Kathlynn Salazar

Uma Devi
Notary Public

My Commission Expires:


11-30-19



Ruby E. Montoya, Gary F. Gregor and their insurer the New Mexico Public School Insurance Authority. This provision is to be broadly construed to include all individuals and organizations who could be held liable and associated with, employed by, or otherwise hired by or for Releasees including Releasees' insurers and those associated with or who have provided services for the insurers and/or their agents. This applies only to the Releasors in this case.

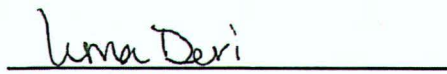
9. Releasors and their attorneys agree that all medical liens, including any claims by Medicaid and Medicare, will be paid and fully satisfied. Releasors and their attorneys shall provide written confirmation to Releasees that all medical liens have been paid and fully satisfied.
10. Releasors represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this *Release in Full*, except as otherwise set forth herein; that Releasors have the sole right and exclusive authority to execute this *Release in Full* and receive the sums specified in it; and that Releasors have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this *Release in Full*.
11. Releasors further certify that they are relying on their own judgment and their attorneys' advice in entering into this *Release in Full*.
12. This *Release in Full* contains the entire agreement between the parties and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.
13. This *Release in Full* shall be construed and interpreted in accordance with the laws of the State of New Mexico. If any section is found to be in violation of New Mexico Law, the document as a whole shall not be set aside and its intent and purpose shall be honored. Rather, the offending section shall be revised to be brought into conformity with New Mexico State Law. If the offending section cannot be revised, it shall be stricken with all other provisions of the *Release in Full* remaining in full force and effect.
14. Releasors acknowledge that they are voluntarily approving this *Release in Full* after full and independent consultations with counsel. Releasors understand that the claims are forever released and that they cannot make any claims in the future even if the claimed injuries worsen, if additional expenses are incurred, and even if the extent, nature and duration of the conditions are now unknown.
15. Releasors agree that the contents of this *Release in Full* are sensitive and shall not be disseminated except as required by law. If inquiry is made to Releasors, they may respond with "**the matter has been settled**" or words with like meaning and intent. Nothing in this provision limits the ability for either party to discuss the settlement with legal, financial, or accounting entities, or as may be required in the course of government functions. Nothing in this *Release in Full* or provision attempts to alter or change any obligations or required document production as set forth in the New Mexico Inspection of Records Act, or similar statute, or as may be required to a lawfully issued subpoena.

Releasor:


Thomas Salazar, as parent and next friend

STATE OF NEW MEXICO)
) SS.
COUNTY OF Santa Fe)


The foregoing instrument was acknowledged before me this 6th day of October, 2016, by Thomas Salazar

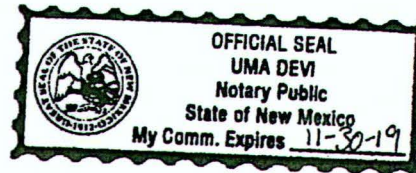

Notary Public

My Commission Expires:

11-30-19


Releasor:


Anna Roybal, as parent and next friend



STATE OF NEW MEXICO)
) SS.
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me this 6th day of October, 2016, by Anna Roybal


Notary Public

My Commission Expires:

11-30-19

